

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE K		PAGE OF PAGES 1 9		
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE SEE BLOCK 16 C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN RD SUITE 4950 FT BELVOIR VA 22060-6222 BUYER/SYMBOL – Sae-Jin Yu/DESC-BZD PHONE - (703) 767-9496 P.P. 1.1a, 1.1c, 1.1h		CODE SCO600		7. ADMINISTERED BY (If other than Item 6) CODE			SCO600
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)				X	9a. AMENDMENT OF SOLICITATION NO. SP0600-01-R-0077		
					9b. DATED (SEE ITEM 11) 28 June 2001		
					10a. MODIFICATION OF CONTRACT/ORDER NO.		
					10b. DATED (SEE ITEM 13)		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<p>[x] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [X] is not extended</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers.</p> <p>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor [] is not, [] is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
SEE FOLLOWING PAGES							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME OF CONTRACTING OFFICER DEBRA S. MAYEUX			
15B. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED	

IMPORTANT NOTICE

1. Please incorporate the following changes into the subject solicitation and acknowledge receipt of this Amendment.

- a. **For clarification purposes DESC requests your re-submission of only the Offer Schedule portion of your initial offer for One-year and Multi-year requirements in the Offer Schedule provided on page 3 of this amendment. DESC requests your response be received by 1 P.M. September 27, 2001 via facsimile number 703-767-9044.**

- b. **Please be sure to offer on both the One-year and Multi-year (combined first year plus second year) requirements in the event the Government determines that it is in the best interest of the Government to award either the one-year delivery period or the multi-year delivery period.**

- c. **To determine correct quantities, please be sure to update pages A6 through A32 in the Addendum Package with quantity changes for some line items from pages 4 through 6 of this amendment.**

Company Name: _____

Authorized Submitter: _____

Signature: _____

OFFER SCHEDULE FOR ONE-YEAR

ITEM	PRODUCT	QTY (USG)	MODE	(O) ORIG OR (D) DEST	SHIPPING/ FOB POINT*	OFFER UNIT PRICE Eff. 1 June 01 (USD/USG)

* If offering FOB origin, put shipping point.
If offering FOB destination, put receiving activity location

OFFER SCHEDULE FOR MULTI-YEAR*

***Combined quantities for first year and second year.**

ITEM	PRODUCT	QTY (USG)	MODE	(O) ORIG OR (D) DEST	SHIPPING/ FOB POINT**	OFFER UNIT PRICE Eff. 1 June 01 (USD/USG)

** If offering FOB origin, put shipping point.
If offering FOB destination, put receiving activity location.

2. The following changes are made to the DD 1707:

Quantity Increased

F76: From 426,970,000 to 467,300,000

JP5: From 203,200,000 to 212,160,000

JP8: From 428,258,000 to 433,404,000

Quantity Decreased

RME-25: From 26,400,000 to 21,840,000

3. The following changes are made to the Addendum Package:

a. **Clause C16.64-5** TURBINE FUEL, AVIATION (JP8) (DEEP FREEZE AND WESTPAC ONLY) (DESC JUL 2000) is hereby deleted and is superseded by the July 2001 version. Please update the index of clauses. Clause C16.64-5 is contained on pages 7 through 9 of this Amendment.

b. Telephone and facsimile numbers for Office Code 621 of **Clause E22** LIST OF INSPECTION OFFICES FOR OVERSEAS PETROLEUM PRODUCT CONTRACTS (DESC MAY 2000) is hereby deleted and is replaced with telephone number: 011-81-6160-64-3164/3506; and facsimile number: 011-81-6160-64-3505. Please update the clause.

c. **Clause M2.08** EVALUATION OF OFFERS INVOLVING F.O.B. BARGE OR T-1 TANKER LOADING (ALL PRODUCTS SOLICITED FOR WESTPAC) (DESC NOV 2000) is hereby deleted and is superseded by the September 2001 version. Please update the index of clauses. Clause M2.08 is contained on page 9 of this Amendment.

d. **Page A-6, Paragraph 2, The Total Estimated F76 Quantity is increased from 213,485,000 USG to 233,650,000 USG.**

(1) Pages A-6 and A-7, the quantities for the following line items changed:

Line Item #	Location	Quantity From (USG)	Quantity To (USG)
0001	DFSP Akasaki, Japan	44,700,000 Note: 30,000,000 Remains at DFSP Akasaki	44,730,000 Note: 29,610,000 Remains at DFSP Akasaki
0002	DFSP Okinawa, Japan	<14,700,000>	<15,120,000>
0003	DFSP Hakozaki, Japan	32,085,000	39,480,000
0004	DFSP Guam	33,700,000	29,610,000
0006	Star Jebel Ali	70,000,000	88,830,000
0007	DFSP Fujairah	2,000,000	0

- e. **Page A-20, Paragraph 2, The Total Estimated F76 Quantity is increased from 213,485,000 USG to 233,650,000 USG.**

(1) Pages A-20 and A-21, the quantities for the following line items changed:

Line Item #	Location	Quantity From (USG)	Quantity To (USG)
0601	DFSP Akasaki, Japan	44,700,000 Note: 30,000,000 Remains at DFSP Akasaki	44,730,000 Note: 29,610,000 Remains at DFSP Akasaki
0602	DFSP Okinawa, Japan	<14,700,000>	<15,120,000>
0603	DFSP Hakozaki, Japan	32,085,000	29,610,000
0604	DFSP Guam	33,700,000	39,480,000
0606	Star Jebel Ali	70,000,000	88,830,000
0607	DFSP Fujairah	2,000,000	0

- f. **Page A-11, Paragraph 2, The Total Estimated RME-25 Quantity is decreased from 13,200,000 USG to 10,920,000 USG.**

(1) Page A-11, the quantities for the following line items changed:

Line Item #	Location	Quantity From (USG)	Quantity To (USG)
0201	DFSP Guam	4,500,000	5,460,000
0202	DFSP Diego Garcia	8,700,000	5,460,000

- g. **Page A-24, Paragraph 2, The Total Estimated RME-25 Quantity is decreased from 13,200,000 USG to 10,920,000 USG.**

(1) Page A-24, the quantities for the following line items changed:

Line Item #	Location	Quantity From (USG)	Quantity To (USG)
0801	DFSP Guam	4,500,000	5,460,000
0802	DFSP Diego Garcia	8,700,000	5,460,000

- h. **Page A-12, Paragraph 2, The Total Estimated JP5 Quantity is increased from 101,600,000 USG to 106,080,000 USG.**

(1) Page A-14 the quantities for the following line items changed:

Line Item #	Location	Quantity From (USG)	Quantity To (USG)
0311	DFSP Diego Garcia	15,000,000	17,000,000
0312	Star Jebel Ali	37,000,000	39,480,000

- i. **Page A-25, Paragraph 2, The Total Estimated JP5 Quantity is increased from 101,600,000 USG to 106,080,000 USG.**

(1) Page A-27 the quantities for the following line items changed:

Line Item #	Location	Quantity From (USG)	Quantity To (USG)
0911	DFSP Diego Garcia	15,000,000	17,000,000
0912	Star Jebel Ali	37,000,000	39,480,000

- j. **Page A-15, Paragraph 2, The Total Estimated JP8 Quantity is decreased from 209,593,000 USG to 208,239,000 USG.**

(1) Pages A-15 through A-19, the quantities for the following line items changed:

Line Item #	Location	Quantity From (USG)	Quantity To (USG)
0401	DFSP Hakozaiki, Japan	16,743,000	8,389,000
0403	Yokota AB, Japan	<16,628,000>	<8,274,000>
0406	DFSP Okinawa	70,800,000	73,800,000
0407	Kadena AB, Japan	<70,800,000>	<73,800,000>
0408	DFSP Pohang	63,050,000	65,050,000
0411	Osan AB, Korea	<24,000,000>	<26,000,000>
0417	DFSP Guam	23,000,000	25,000,000
0418	Anderson AFB, Guam	<23,000,000>	<25,000,000>

- k. **Page A-28, Paragraph 2, The Total Estimated JP8 Quantity is increased from 218,665,000 USG to 225,165,000 USG.**

(1) Pages A-28 through A-32, the quantities for the following line items changed:

Line Item #	Location	Quantity From (USG)	Quantity To (USG)
1001	DFSP Hakozaiki, Japan	36,615,000	36,115,000
1003	Yokota AB, Japan	<36,500,000>	<36,000,000>
1006	DFSP Okinawa	60,000,000	63,000,000
1007	Kadena AB, Japan	<60,000,000>	<63,000,000>
1008	DFSP Pohang	63,050,000	65,050,000
1011	Osan AB, Korea	<24,000,000>	<26,000,000>
1017	DFSP Guam	23,000,000	25,000,000
1018	Anderson AFB, Guam	<23,000,000>	<25,000,000>

4. The following changes are made to the Offeror Submission Package:

a. **Clause K1.05 OFFEROR REPRESENTATION AND CERTIFICATIONS-COMMERCIAL ITEMS (NOV 1995)** is hereby deleted and is superseded by the complete text version of November 1995. Please certify and submit the clause. Clause K1.05 is contained on page 9 of this Amendment.

C16.64-5 TURBINE FUEL, AVIATION (JP8) (DEEP FREEZE AND WESTPAC ONLY) (DESC JUL 2001)

Aviation Turbine Fuel shall conform to MIL-DTL-83133E, dated April 1, 1999, modified as follows:

(a) **AN8 (DEEP FREEZE PROGRAM ONLY).** This product is used for Antarctic fuels operations and must have a freeze point of minus 72 degrees Fahrenheit or lower. Static Dissipator Additive (SDA) levels must be between 150 to 600 conductivity units as per JP8 specifications and a minimum flashpoint of 100 degrees Fahrenheit. This applies to NSN 9130-01-373-0208.

(b) **ADDITIVES.** Additives are required for deliveries of JP8 per MIL-DTL-83133E, unless addition is excluded by specific solicitation line item, applicable contract clause, or other contractual requirements.

(1) Metal deactivator additive shall not be used in JP8 unless the supplier has obtained written consent from the Procuring Activity.

(2) For JP8 containing hydrogen treated blendstocks, the following applies: Where a finished fuel consists of a blend of hydrogen treated and nonhydrogen treated components, the requirement for mandatory addition of antioxidant (MIL-DTL-83133E, paragraph 3.3.1) applies only to the portion of the blend that has been hydrogen treated. In such cases, the percentage of the blend that has been hydrogen treated shall be reported.

(3) The CI/LI additive(s) used shall be of the type and concentration cited in QPL 25017-19 dated March 15, 2001.

(4) When required, Fuel System Icing Inhibitor (FSII) shall conform to MIL-DTL-85470B, dated June 15, 1999, at a concentration of 0.10 to 0.15 volume percent, unless otherwise stated in the Schedule.

(5) SDA is required to be added to all JP8 shipped directly to an end user without passing through a terminal. SDA is not permitted in shipments to/through a fuel terminal that supplies an end user unless authorized in the Schedule. When SDA is required by this contract, it shall be added proportionately to obtain a conductivity range of 150 to 450 picosiemens per meter. The new formulation of STADIS 450 (active ingredient dinonylnaphthylsulfonic acid (DINNSA)) shall be used when SDA is required.

(6) Line injection of additives (FSII, corrosion inhibitor, and SDA) from shipping tank to delivery conveyance or other f.o.b. point is permitted under the following conditions:

(i) A laboratory hand blend containing the required additives and jet fuel must be tested to verify compliance with the required specification. (Micro-Separometer (MSEP) can be performed without SDA present.)

(ii) Additives must be proportionately injected throughout the entire loading process to ensure the additive is homogeneously blended into the jet fuel. The Contractor shall maintain records evidencing the homogeneous blending of all line injected additives. Such methods may include meter or tank gauge readings or test results taken at intervals to provide confidence in the injection process.

(iii) When FSII is line injected, additive concentration (refer to MIL-DTL-83133E specification for test methods permitted) must be verified based on a representative shipment sample(s).

(c) TESTING.

(1) PARTICULATE CONTAMINATION (PC) TESTING AND FILTRATION TIME (FT) TESTING.

(i) **PC/FT TESTING.** A minimum sample size of one gallon shall be filtered. Use of two membrane filters (a test membrane filter and a control membrane filter) is not required. Use of a single filter is acceptable.

(ii) **FT TESTING.** Round upwards when reporting the filtration time, in minutes. For example, a filtration time of 10 minutes, 18 seconds, would be reported as 11 minutes.

(2) **FUEL ELECTRICAL CONDUCTIVITY.** In those cases where SDA is line injected while loading delivery conveyances (e.g., trucks) and insufficient time is available for the fuel to reach equilibrium before departure of the conveyance, the Contractor is not required to report or verify the conductivity level. This does not relieve the Contractor of the requirement to inject SDA homogeneously and in sufficient quantity to obtain a conductivity level which the Contractor would anticipate to be between 150 and 450 picosiemens per meter once fuel is at equilibrium. The receiving activity will measure the conductivity and advise the Quality Representative to have the Contractor adjust the SDA injection quantity if necessary.

(3) **WATER SEPARATION INDEX MODIFIED (WSIM)/MSEP RATING LIMITS.**

(i) Refer to MIL-DTL-83133E.

(ii) Prior to initial production under this contract, the Contractor shall elect, on a one-time basis, which MSEP limit will be met for the balance of the contract. If the Contractor introduces FSII and/or CI after verification of product conformance with the MSEP requirement, the product is not required to meet a fixed limit on subsequent MSEP tests.

(iii) If the Contractor elects to verify conformance with the MSEP requirement on a sample of product that does not contain FSII and CI, an additional MSEP test shall be performed on a hand blend containing jet fuel, FSII, CI, and AO (AO only if required). The MSEP result of this hand blend is a REPORT ONLY requirement, and shall be recorded on the DD Form 250-1 and on the Standardized Report Form (see Attachment _____) as item 750X. This result shall be recorded with an asterisk next to it and a footnote below stating "MSEP result is a report only requirement." Original result of _____ on product containing the following additives applies:

(4) **THERMAL STABILITY.** The thermal stability test (JFTOT), ASTM D 3241-98, shall be performed according to either Option A or B described below:

(i) **OPTION A.** In addition to the thermal stability testing requirements of MIL-DTL-83133E, an additional JFTOT shall be performed with the temperature of the test being 275 degrees Celsius (530 degrees Fahrenheit) in lieu of the normal 260 degrees Celsius (500 degrees Fahrenheit).

(ii) **OPTION B.** The thermal stability test shall be performed with the temperature of the test being 275 degrees Celsius (530 degrees Fahrenheit). If the fuel fails the JFTOT at this temperature, a second test will be performed at 260 degrees Celsius (500 degrees Fahrenheit). If both tests are performed, the results of the test at 260 degrees Celsius (500 degrees Fahrenheit) will be the basis for acceptance or rejection of the fuel.

(5) **EXISTENT GUM.** The existent gum test (*ASTM D 381-00*) may be performed using air as the vaporizing medium in lieu of steam.

(d) **REPORTS.**

(1)) Refer to the MATERIAL INSPECTION AND RECEIVING REPORT clause (52.246-9FG1) for additional reporting requirements.

(2) Regardless of which option is chosen (Option A or B above), the test temperature and the results of the JFTOT shall be recorded on the DD Form 250-1 and on the Standardized Test Report Form. If using the Standardized Test Report Form, the results obtained at 260 degrees Celsius shall be reported using series "B" for item numbers 601, 602, and 603. The results obtained at 275 degrees Celsius shall be reported using series "A" for item numbers 601, 602, and 603. A separate report form is not required for the 275 degrees Celsius test result.

(3) The DD Form 250-1 for marine shipments shall cite the type, name and amount of additives added to the fuel.
(DESC 52.246-9FPB)

K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995)

(a) **DEFINITIONS.** As used in this clause--

(1) **Foreign person** means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) **United States person** is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) **CERTIFICATION.** By submitting this offer, the offeror, if a foreign person, company, or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(c) **REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA.** (This representation does not apply to solicitations for the direct purchase of ocean transportation services.)

(1) The offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term **supplies** is defined in the TRANSPORTATION OF SUPPLIES BY SEA clause of this solicitation.

(2) **Representation.** The offeror represents that it—

[] does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

[] does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the TRANSPORTATION OF SUPPLIES BY SEA clause. If the offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 52.247-7034, NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA.

(DFARS 252.212-7000)

M2.08.100 EVALUATION OF OFFERS INVOLVING F.O.B. BARGE OR T-1 TANKER LOADING (ALL PRODUCTS SOLICITED FOR WESTPAC) (DESC SEP 2001)

(a) Transportation will be considered in the evaluation of all origin offers unless the solicitation specifically indicates otherwise in the Schedule.

(b) The following evaluation procedures will be used for f.o.b. origin barge/T-1 tankers offers:

(1) 36,000 barrels of product will be considered sufficient to fully utilize a barge/T-1 tanker.

(2) The Government will load no more than 36,000 barrels of fuel on a barge/T-1 tanker per shipload. A penalty will not be applied for parcels of less than 36,000 barrels.

(DESC 52.247-9F50)